Lisa J. Reppert, Esq.
Christopher P. Kelly, Esq.
REPPERT KELLY, LLC
120 Mountain View Blvd.
P.O. Box 509
Basking Ridge, New Jersey 07920
Telephone: (908) 605-2120
Facsimile: (908) 605-2121
Attorneys for Plaintiff, David's Bridal, Inc.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

DAVID'S BRIDAL, INC.,	
Plaintiff,	Civil Action No. ________________
-vs-	
ROMONA KEVEZA COLLECTION, LLC, ABC CORPORATIONS 1-4 and JOHN DOES 1-4, fictitious entities and persons,	**COMPLAINT AND JURY DEMAND**
Defendants.	

Plaintiff, David's Bridal, Inc. (referred to herein as "Plaintiff" or "DBI"), by their attorneys, complain against defendants, Romona Keveža Collection, LLC (referred to herein as "Romona"), ABC Corporations 1-4 and John Does 1-4 (all defendants are collectively referred to herein as "Defendants"), as follows:

NATURE OF THE ACTION

1. This is an action against Defendants for trademark infringement, unfair competition, trademark dilution, conversion and related claims in violation of the laws of

the United States and the State of New Jersey. Plaintiff seeks injunctive relief, damages and related relief.

THE PARTIES

2. DBI is a corporation organized and existing under the laws of the State of Florida, with its principal place of business at 1001 Washington Avenue, Conshohocken, Pennsylvania.

3. Upon information and belief, defendant Romona is a New York limited liability company that transacts business in the State of New Jersey and has its principal offices at One Rockefeller Plaza, New York, New York.

4. Upon information and belief, defendants ABC Companies (1-4) and John Does (1-4) are fictitious entities and names whose identities are currently unknown who are agents and/or alter egos of Romona and who directed, aided and/or abetted the wrongful acts alleged herein.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this matter pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338 and 1367. Plaintiff's claims are predicated on the Federal Trademark Act of 1946, as amended, 15 U.S.C. § 1051 et seq. ("Lanham Act") and related claims under the statutory and common law of the State of New Jersey. Jurisdiction is also conferred based upon diversity of citizenship under 28 U.S.C. § 1332 because DBI and Romona are citizens of different states and the amount in controversy exceeds $75,000.

6. This Court has personal jurisdiction over Romona and the fictitious defendants because Romona regularly engages in business transactions and solicitations

in New Jersey, including but not limited to, selling and offering to sell its bridal gowns at retail stores in New Jersey, including "Exquisite Bride" in Millburn and Princeton, New Jersey and "Elizabeth Johns" in Morristown, New Jersey.

7. Venue properly lies in the District of New Jersey pursuant to 28 U.S.C. § 1391(b)(1) because Romona is a resident of this district as defined in 28 U.S.C. § 1391(c)(2).

FACTUAL ALLEGATIONS

DBI AND THE BE YOUR OWN BRIDE™ CAMPAIGN

8. DBI is a retail chain that sells wedding and formal wear apparel and accessories exclusively at its three hundred plus David's Bridal® branded stores throughout the United States and through its online store located at www.davidsbridal.com.

9. Romona designs and sells women's dresses and bridal gowns in retail boutiques and stores throughout the United States, including in the State of New Jersey.

10. DBI and Romona are competitors in the bridal wear industry.

11. For well over sixty years, DBI has devoted substantial resources to promoting and advertising the goodwill of its principal trademarks, including its DAVID'S BRIDAL® family of marks for, among other things, retail stores, wedding apparel and related products.

12. The DAVID'S BRIDAL® trademark and service marks and related derivative marks have become famous and recognized marks in this country as well as in many other countries for its product lines, including its wedding dresses, which are sold exclusively sold through its DAVID'S BRIDAL® branded stores and website.

13. DBI advertises heavily and regularly in all media streams including but not limited to print, television, radio and all forms of social media.

14. DBI regularly develops new and innovative advertising campaigns as part of its ongoing effort to remain America's leading bridal retailer.

15. In late 2016, DBI began developing an advertising campaign to provide inspiration to brides planning their wedding based upon a theme and tagline developed by DBI called "BE YOUR OWN BRIDE™".

16. The concept of the BE YOUR OWN BRIDE™ campaign is to inspire brides to express their individuality and independence from traditional bridal categories.

17. Prior to initiating the BE YOUR OWN BRIDE™ marketing and advertising campaign, DBI conducted an exhaustive good faith search of the United States Patent & Trademark Office ("USPTO") database to confirm that there were no conflicting or potentially conflicting applications or registrations that would prohibit the use and registration of the mark BE YOUR OWN BRIDE™. DBI also searched Google® and various social media outlets in a further attempt to determine the presence of any actual, similar or proposed usage that would conflict with its planned use of the BE YOUR OWN BRIDE™ and theme. Its searches revealed that there was no conflicting actual, similar or proposed usage of BE YOUR OWN BRIDE™ or any similar mark in commerce that would bar its usage.

18. Accordingly, in the Fall of 2016 DBI proceeded with the development of the BE YOUR OWN BRIDE™ advertising and marketing campaign and on November 23, 2016, filed to register BE YOUR OWN BRIDE™ as a trademark (as more fully explained below).

19. Since committing to the development of the campaign in the Fall of 2016, DBI has spent approximately five million dollars to advertise and promote the BE YOUR OWN BRIDE™ mark and theme. The BE YOUR OWN BRIDE™ campaign has included extensive print and internet advertising, as well as the production of television and radio commercials and videos that have aired nationally and on numerous social media platforms as well as DBI's website.

20. The campaign asks brides to determine what type of bride they envision themselves as, depicting would-be brides with tag lines such as "Be Wild"; "Be Original"; "Be Bold"; "Be Sweet"; "Whatever You Do, Be You" followed consistently by the heavily promoted BE YOUR OWN BRIDE™ mark.

21. BE YOUR OWN BRIDE™ has also been used in conjunction with the DAVID'S BRIDAL® mark to promote and sell goods through DBI's retail store services both online and via its brick and mortar stores.

22. In addition to the previously listed usage, the BE YOUR OWN BRIDE™ mark has been used on store fronts, maglogs, catalogs, print advertisements, promotional items and many other items to promote the sale of bridal items.

23. As a result of DBI's extensive and exclusive efforts to advertise, promote and market the BE YOUR OWN BRIDE™ mark and advertising theme, BE YOUR OWN BRIDE™ now enjoys wide public recognition in New Jersey and throughout the United States and has come to be recognized widely and favorably as an indicator of DBI's goods and services.

24. Thus, BE YOUR OWN BRIDE™ is a distinctive mark that has now acquired secondary meaning in the minds of consumers.

THE BE YOUR OWN BRIDE™ TRADEMARK APPLICATIONS

25. On November 23, 2016, DBI filed an application with the USPTO to register as a trademark BE YOUR OWN BRIDE™ based upon an intent to use in international classes 14, 18 and 25 and was assigned serial number 87246473.

26. The USPTO trademark examiner conducted a search and did not find any registered marks that would bar publication of the aforementioned application.

27. The USPTO having found that its search did not reveal any confusingly similar marks in use or reserved approved the aforementioned mark for publication on March 29, 2017.

28. On January 20, 2017, DBI filed an application with the USPTO to register as a service mark BE YOUR OWN BRIDE™ in international class 35 based upon actual use and was assigned serial number 87309134.

29. The USPTO trademark examiner conducted a search and did not find any registered marks that would bar publication of the aforementioned application.

30. The USPTO having found that its search did not reveal any confusingly similar marks in use or reserved approved the aforementioned mark for publication on May 2, 2017.

31. On February 2, 2017, DBI filed an application with the USPTO to register as a service mark BE YOUR OWN BRIDE DAVID'S BRIDAL™ in international class 35 based upon actual use and was assigned serial number 87322785.

32. The USPTO trademark examiner conducted a search and did not find any registered marks that would bar publication of the aforementioned application.

33. The USPTO having found that its search did not reveal any confusingly similar marks in use or reserved approved the aforementioned mark for publication on May 2, 2017.

ROMONA'S ATTEMPTS TO MISAPPROPRIATE
THE BE YOUR OWN BRIDE™ MARK AND THEME

34. Several months after DBI commenced its BE YOUR OWN BRIDE™ advertising and marketing campaign and filed the aforementioned trademark applications, Romona began engaging in a series of acts to thwart DBI's BE YOUR OWN BRIDE™ campaign and to fraudulently claim the "Be Your Own Bride" theme and mark as its own, thereby creating customer confusion.

35. For example, in or about late April and early May 2017, well after the launch of DBI's campaign and with full knowledge of DBI's widespread usage of BE YOUR OWN BRIDE™, Romona began posting on its Facebook® page pictures of brides with taglines that include "be your own bride."

36. Romoma has also wrongfully designed advertisements to resemble and capitalize on the extensive ad campaign by DBI. For example, within the past thirty days Romona has published web-based advertisements that currently appear in social media outlets including but not limited to Instagram® and Pinterest® that consist of photographs of models wearing Romona's Spring 2018 bridal line that contain inscriptions such as "Be Extraordinary", "Be Enchanting", "Be Lovely", "Be Unforgettable" and "Be Chic", which is an obvious and flagrant misappropriation of DBI's BE YOUR OWN BRIDE™ campaign.

37. On May 12 and May 13, 2017, Romona filed notices of opposition with the USPTO Trademark Trial and Appeal Board ("TTAB") for DBI's pending trademark applications for its BE YOUR OWN BRIDE™ marks.

38. In addition, on May 1, 2017, Romona filed a trademark application with the USPTO to register as a trademark "BE YOU. BE YOUR OWN BRIDE" in international class 25 under serial number 87432428 based on “actual use” with an alleged first usage date in commerce as of September 7, 2016.

39. Upon information and belief, Romona’s representation in its application that it first began using “BE YOU. BE YOUR OWN BRIDE” on September 7, 2016 is false.

40. Romona claims that the DBI's usage of BE YOUR OWN BRIDE™ infringes on its alleged prior usage of “BE YOU. BE YOUR OWN BRIDE” and its existing Section 1B (intent to use) filings for "BE YOUR OWN LEGEND" under serial number 86764370 whose notice of allowance was issued on October 11, 2016 for international classes 3, 35, 41 and 45 and "BE A LEGEND IN YOUR OWN TIME" under serial number 86199277 whose notice of allowance was issued on March 31, 2015 for international classes 35 and 41.

41. Notably, the USPTO website reveals that although Romona filed three different trademark applications in 2014 and 2015 for “BE YOUR OWN LEGEND” and “BE A LEGEND IN YOUR OWN TIME” based upon an “intent to use” under section 1(b), and received the aforementioned notices of allowance from the USPTO for each of those applications, it has never perfected any of the applications by filing a statement of use and has instead sought and received from the USPTO one extension after another to

file such statements of use. Thus, to date, none of these proposed "LEGEND" marks have been registered as a trademark by the USPTO.

42. Most recently, Plaintiff filed a trademark application with the USPTO on May 8, 2017 for "BE YOUR OWN LEGEND" in international class 25 based on an alleged first use in commerce in 2005. The fact that this latest application filed approximately three weeks ago alleges actual use in commerce of the "BE YOUR OWN LEGEND" mark beginning twelve years ago, coupled with the absence of such a filing in 2014 and 2015 when Romona filed "intent to use" USPTO applications for "BE YOUR OWN LEGEND," suggests strongly that the allege first use in commerce date in 2005 is false and that the application itself is fraudulent.

43. The "BE YOUR OWN LEGEND" filing, along with Romona's recent application on May 1, 2017 to register "BE YOU. BE YOUR OWN BRIDE" with an alleged actual use in commerce on September 7, 2016 (when there is no public record of any such use prior to April 2017) is part of an orchestrated scheme by Romona to unlawfully thwart DBI's usage of BE YOUR OWN BRIDE™ and to usurp BE YOUR OWN BRIDE™ for itself after DBI spent approximately five million dollars advertising and promoting BE YOUR OWN BRIDE™ in connection with the sale of its products and services.

44. In fact, on April 28, 2017, three days before it filed its application to register "BE YOU. BE YOUR OWN BRIDE" with the USPTO, Romona's counsel sent a letter to DBI alleging that DBI's usage of the phrase "BE YOUR OWN BRIDE" infringes on Romona's alleged "senior trademarks," namely, "BE YOU. BE YOUR OWN BRIDE", "BE YOUR OWN LEGEND" and "BE A LEGEND IN YOUR OWN

TIME", which Romona claims to "have been in use since at least as early as 2005." The letter demands that DBI immediately cease and desist its BE YOUR OWN BRIDE™ advertising and marketing campaigns and the sale of BE YOUR OWN BRIDE™ branded products.

45. On May 12, 2017, upon becoming aware of Romona's infringing use of BE YOUR OWN BRIDE™, DBI's counsel wrote to Romona's counsel by letter dated May 12, 2017 demanding, among other things, that Romona immediately withdraw its application to register "BE YOU. BE YOUR OWN BRIDE" as a trademark as it infringes on DBI's pre-existing usage and pending BE YOUR OWN BRIDE™ applications and demanding that it cease all usage of "BE YOU. BE YOUR OWN BRIDE". The letter advises that DBI will commence an action in the United States District for the District of New Jersey if Romona fails to timely comply with DBI's demands.

46. Romona has failed to comply with DBI's demands and continues to use "BE YOU. BE YOUR OWN BRIDE" in connection with the marketing and sale of its products.

47. For example, Romona announced on its Facebook® page in a May 11, 2017 post that it is "Introducing the new ROMONA Line. BE YOU. BE YOUR OWN BRIDE an extension of her infamous LEGENDS ROMONA KEVEZA Collection, BE YOUR OWN LEGEND featured on the Knot." This post has not been removed from its Facebook® page.

48. Additionally, Romona has purchased currently running advertisements that appear on www.marthastewartweddings.com stating the following:

> From legendary wedding dress designer Romona Keveza comes ROMONA, a brand new line of bridal gowns,

> shown for the first time during New York City's Spring 2018 bridal fashion week. The brand's tagline, "Be You. Be Your Own Bride," sums up the collection's aesthetic: Fresh, modern, and utterly of-the-moment. Launching with six distinct wedding dresses, ROMONA is sure to be a hit with newly-engaged women.

49. A May 2, 2017 article published by *In Style* Magazine notes that the new ROMONA line will have a price point of $1,200 to $2,600. This is much lower than the price points for Romona's other collections and is aimed to directly compete with DBI.

50. Upon information and belief, the new "ROMONA" collection containing the tag line "BE YOU. BE YOUR OWN BRIDE" is now available in retail stores in New Jersey and throughout the United States.

EFFECT OF DEFENDANTS' ACTIVITIES ON DBI AND THE CONSUMING PUBLIC

51. Romona's unauthorized use of the BE YOUR OWN BRIDE™ mark has caused or likely to cause confusion, mistake and is intended to deceive consumers as to the affiliation, connection or association of Romona with DBI, or as to the origin, sponsorship, or approval of Romona's products.

52. Romona's unauthorized use of the BE YOUR OWN BRIDE™ mark has diluted, or is likely to dilute, the distinctive quality of the BE YOUR OWN BRIDE™ mark and theme.

53. Romona's unauthorized use of BE YOUR OWN BRIDE™ falsely indicates to the purchasing public that Romona, its businesses, websites, and/or its services originate with DBI, or are affiliated, connected or associated with DBI, or are sponsored, endorsed or approved by DBI, or are in some manner related to DBI and its products and services.

54. Romona's unauthorized use of BE YOUR OWN BRIDE™ in the manner described above removes from DBI the ability to control the nature and quality of products and services provided under Romona's infringing use of BE YOUR OWN BRIDE™ (or what is likely to be confused with BE YOUR OWN BRIDE™), and places the valuable reputation and goodwill of DBI in the hands of Romona, over whom DBI has absolutely no control.

55. Unless restrained by this Court, these acts of Romona will continue, and such acts will continue to cause irreparable injury to DBI and to the public for which there is no adequate remedy at law.

COUNT I:
DECLARATORY JUDGMENT OF TRADEMARK NON-INFRINGEMENT UNDER 28 U.S.C. § 2201

56. DBI repeats and re-alleges the allegations contained in the preceding paragraphs as if fully set forth herein.

57. Romona has wrongly asserted that DBI's use of BE YOUR OWN BRIDE™ infringes upon its alleged pre-existing usage of its alleged trademarks, including, "BE YOU. BE YOUR OWN BRIDE", "BE YOUR OWN LEGEND and "BE A LEGEND IN YOUR OWN TIME."

58. DBI has not infringed and is not infringing any valid trademark of the Defendants and maintains that Romona's use of "BE YOU. BE YOUR OWN BRIDE" infringes upon its BE YOUR OWN BRIDE™ mark.

59. Accordingly, an actual justiciable controversy exists between the parties concerning their respective usage and rights to the BE YOUR OWN BRIDE™ mark.

60. To resolve the legal and factual questions raised by the parties and to afford relief from the uncertainty and controversy that Romona's accusations concerning "BE YOUR OWN LEGEND" and "BE YOU. BE YOUR OWN BRIDE" have precipitated, DBI seeks a declaratory judgment and further relief pursuant to 28 U.S.C. §§ 2201 and 2202 finding that it has not infringed and is not infringing, any valid trademark right of Romona, or has valid defenses to infringement, and that all wrongfully filed trademark applications of Romona alleging false dates of first use be invalidated and/or rejected.

COUNT II:
FEDERAL UNFAIR COMPETITION

61. DBI repeats and incorporates the allegations of the preceding paragraphs, as if fully set forth herein.

62. Romona launched and is now using DBI's BE YOUR OWN BRIDE™ mark in connection with the sale of its products for the specific purpose and intent of misappropriating the BE YOUR OWN BRIDE™ mark and brand and to secondarily trade off the goodwill of the DAVID'S BRIDAL® marks and brand in order to siphon off and steal DBI's sales and customers.

63. Romona has engaged in the foregoing acts without the authorization of DBI and has received or will receive remuneration for the sale of products bearing DBI's BE YOUR OWN BRIDE™ in the same distribution channels, price points and geographic areas as goods sold by DBI.

64. Romona wrongfully seeks to profit based on Plaintiff's extensive financial investment in its advertising and marketing campaign.

65. The act of Defendants complained herein constitute unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a) in that, among other things, Defendants are deliberately using or attempting to use DBI's BE YOUR OWN BRIDE™ marks in a manner in commerce that is likely to cause confusion, mistake or deception as to the affiliation, connection or association of Romona with DBI, or as to the origin, sponsorship, or approval of Romona's goods and services by DBI.

66. DBI has been damaged and will continue to be damaged by Romona's wrongful acts.

67. Romona's wrongful acts will continue unless enjoined by this Court.

68. Plaintiff has no adequate remedy at law.

69. The unlawful activities of Defendants described herein have caused, and if not enjoined will continue to cause, immediate and irreparable damage to the rights of Plaintiff, to its BE YOUR OWN BRIDE™ marks and to the business reputation and goodwill of Plaintiff.

COUNT III:
FEDERAL TRADEMARK DILUTION

70. DBI repeats and incorporates the allegations of the previous paragraphs, as if fully set forth herein.

71. Plaintiff is the exclusive owner of the DAVID'S BRIDAL® and BE YOUR OWN BRIDE™ marks nationwide and internationally.

72. The DAVID'S BRIDAL® marks are famous and distinctive within the meaning of section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

73. Due to the heavy advertising and usage of the BE YOUR OWN BRIDE™ marks, as well as their association with the DAVID'S BRIDAL® marks, the BE YOUR OWN BRIDE™ marks have now become famous as well.

74. The BE YOUR OWN BRIDE™ marks are inherently distinctive marks that have played a prominent role in Plaintiff's marketing, advertising and the popularity of its products across many different forms of media. These marks became associated with DBI long before Defendants began alleging any usage on bridal merchandise.

75. Romona's use of the BE YOUR OWN BRIDE™ mark to promote and sell products constitutes commercial use in commerce as defined in the Lanham Act. DBI has not authorized or licensed this use.

76. Romona's commenced the use of the BE YOUR OWN BRIDE™ mark in a manner that has caused or is likely to cause dilution by blurring of Plaintiff's famous marks in violation of 15 U.S.C. § 1125(c).

77. Romona's diluting actions have been intentional or with a reckless disregard for, or willful blindness to, Plaintiff's rights, such that Romona willfully intended both to trade on the recognition of Plaintiff's famous advertising campaign and to impair the distinctiveness of Plaintiff's famous marks and the products and services associated therewith.

78. As a direct and proximate result of Romona's actions, DBI has suffered and continues to suffer damages.

79. Plaintiff has no adequate remedy at law.

80. The unlawful activities of Defendants described herein have caused, and if not enjoined will continue to cause, immediate and irreparable damage to the rights of

Plaintiff, to its BE YOUR OWN BRIDE™ mark and to the business reputation and goodwill of Plaintiff.

COUNT IV:
TRADEMARK AND SERVICE MARK
INFRINGEMENT AND UNFAIR COMPETITION UNDER
THE COMMON LAW OF THE STATE OF NEW JERSEY

81. DBI repeats and incorporates the allegations of the previous paragraphs, as if fully set forth herein.

82. The foregoing acts of Defendants complained of herein constitute common law trademark infringement, service mark infringement and unfair competition in violation of the common law of New Jersey.

83. Defendants' wrongful acts have caused DBI to suffer damages and will continue to cause further damages unless enjoined by this Court.

84. Plaintiff has no adequate remedy at law.

85. The unlawful activities of Defendants described herein have caused, and if not enjoined will continue to cause, immediate and irreparable damage to the rights of Plaintiff, to its BE YOUR OWN BRIDE™ marks and to the business reputation and goodwill of Plaintiff.

COUNT V:
TRADEMARK AND SERVICE MARK
INFRINGEMENT AND UNFAIR COMPETITION UNDER
THE NEW JERSEY FAIR TRADE ACT (N.J.S.A. §56:4-1)

86. DBI repeats and incorporates the allegations of the previous paragraphs, as if fully set forth herein.

87. Defendants' purported sale and/or usage of the BE YOUR OWN BRIDE™ mark on goods causes confusion and mistake, deceives and misleads the

consuming public, trades upon DBI's extensive advertising campaign and improperly appropriates to Defendants the valuable trademark rights owned by the Plaintiff.

88. Defendants have wrongfully appropriated Plaintiff's look and feel of its advertising campaign for its benefit without providing any compensation to Plaintiff.

89. The acts by the Defendants of which the Plaintiff complain herein constitute a violation of the New Jersey Fair Trade Act, N.J.S.A. §56:4-1 and have caused and will continue to cause Plaintiff to suffer damages.

90. Defendants' wrongful acts will continue unless enjoined by this Court.

91. Plaintiff has no adequate remedy at law.

92. The unlawful activities of Defendants described herein have caused, and if not enjoined will continue to cause, immediate and irreparable damage to the rights of Plaintiff, to its BE YOUR OWN BRIDE™ marks and to the business reputation and goodwill of Plaintiff.

COUNT VI: DILUTION UNDER THE NEW JERSEY FAIR TRADE ACT (N.J.S.A. §56:3-13.20)

93. DBI repeats and incorporates the allegations of the previous paragraphs, as if fully set forth herein.

94. The BE YOUR OWN BRIDE™ marks are famous and distinctive within the meaning of N.J.S.A. § 56:3-13.20.

95. Defendants commenced the use of the BE YOUR OWN BRIDE™ mark for its products in a manner that has caused, or is likely to cause dilution by blurring of Plaintiff's marks in violation of N.J.S.A. § 56:3-13.20.

96. Defendants' diluting actions have been intentional or with a reckless disregard for, or willful blindness to, Plaintiff's rights, such that Defendants willfully intended both to trade on the recognition of Plaintiff's marks and to impair the distinctiveness of the BE YOUR OWN BRIDE™ and Plaintiff's advertising campaign, marks, products and services associated therewith.

97. Defendants' acts have caused and will continue to cause Plaintiff to suffer damages.

98. Plaintiff has no adequate remedy at law.

99. The unlawful activities of Defendants described herein have caused, and if not enjoined will continue to cause, immediate and irreparable damage to the rights of Plaintiff, to its BE YOUR OWN BRIDE™ and to the business reputation and goodwill of Plaintiff.

COUNT VII: CONVERSION

100. DBI repeats and incorporates the allegations of the previous paragraphs, as if fully set forth herein.

101. Through their actions, Defendants knowingly or intentionally exerted unauthorized control over property belonging to DBI.

102. Through their actions, Defendants knowingly or intentionally appropriated the property and advertising ideas of DBI, including the BE YOUR OWN BRIDE™ mark and advertising campaign, for their own use and benefit.

103. Defendants' actions have caused and will continue to cause DBI to suffer damages and irreparable injury to its marks, reputation and goodwill.

104. Plaintiff has no adequate remedy at law.

WHEREFORE, DBI demands judgment preliminary and permanent injunctive relief, as follows:

1. Preliminarily and permanently enjoining and restraining Defendants, their subsidiaries, affiliates, divisions, officers, directors, principals, servants, employees, successors and assigns, and all those in active concert or participation with them from:

(a) selling, offering for sale, advertising, promoting or displaying any product or service in connection with the sale bridal wear products and services utilizing “BE YOUR OWN BRIDE”, “BE YOU. BE YOUR OWN BRIDE”, or any derivation thereof;

(b) engaging in any other activity constituting unfair competition with DBI or constituting an infringement of the BE YOUR OWN BRIDE™ mark and/or DBI’s rights in, or its rights to use or exploit the BE YOUR OWN BRIDE™ mark, or constituting dilution of the BE YOUR OWN BRIDE™ mark and the reputation and goodwill associated therewith;

(c) making any statement or representation whatsoever, with respect to the infringing goods and services in issue, that is false or misleading with respect to DBI or the BE YOUR OWN BRIDE™ mark; and

(d) engaging in any other activity, including but not limited to, the formation of other corporations, partnerships, associations or other entities or the utilization of any other devices, for the purpose of circumventing, evading, avoiding or otherwise violating the prohibitions set forth in subsections 1(a) through 1(c) hereof.

2. Preliminarily directing the USPTO’s Trademark Trial and Appeal Board to stay all proceedings regarding Defendants’ pending application to register “BE YOU. BE YOUR OWN BRIDE” under serial number 87432428 and DBI’s pending

applications to register "BE YOUR OWN BRIDE" and "BE YOUR OWN BRIDE DAVID'S BRIDAL" under serial numbers 87309134 and 87322785, respectively, until further order of the Court.

3. Declaring that DBI has not infringed upon any valid trademark rights of Defendants, including Defendants' purported rights to "BE YOU. BE YOUR OWN BRIDE", "BE YOUR OWN LEGEND" and "BE A LEGEND IN YOUR OWN TIME."

4. Directing that Defendants deliver for destruction all products, labels, tags, artwork, prints, signs, packages, dies, wrappers, receptacles, promotional material and advertisements in its possession, custody or control bearing the names "BE YOU. BE YOUR OWN BRIDE" or "BE YOUR OWN BRIDE."

5. Directing the USPTO to reject the applications to register as a trademark or service mark "Be You. Be Your Own Bride" currently pending in the PTO under serial number 87432428.

6. Directing Defendants to withdraw their oppositions to DBI's applications to register as a trademark or service mark "BE YOUR OWN BRIDE" and "BE YOUR OWN BRIDE DAVID'S BRIDAL" currently pending with the USPTO under serial numbers 87309134 and 87322785, respectively.

7. Directing Defendants to remove and/or cancel any and all traditional or web-based advertisements, promotional material or subscription services that advertise or promote its products or services under the name or tag line "BE YOU. BE YOUR OWN BRIDE."

8. Requiring Defendants to account and pay over to DBI all profits realized by their infringement of the BE YOUR OWN BRIDE™ marks, and directing that those profits be trebled, since Defendants' actions were willful.

9. Awarding DBI its actual damages and directing that such damages be trebled, since Defendants' actions were willful.

10. Awarding DBI punitive damages, since Defendants acted knowingly and willfully.

11. Awarding DBI its costs and reasonable attorney's fees, together with prejudgment interest.

12. Awarding DBI such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all claims and issues herein so triable.

Dated: May 26, 2017

Respectfully submitted,

REPPERT KELLY, LLC

By: *s/Christopher P. Kelly*
Lisa J. Reppert, Esq.
Christopher P. Kelly, Esq.
120 Mountain View Boulevard
Post Office Box 509
Basking Ridge, New Jersey 07920
(908) 605-2120
lreppert@reppertkelly.com
ckelly@reppertkelly.com
Attorneys for Plaintiff,
David's Bridal, Inc.

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

Plaintiff, David's Bridal, Inc., by its undersigned counsel, hereby certifies in accordance with the requirements of L. Civ. R. 11.2 that the matters in controversy in the within litigation are not to the best of its knowledge and belief the subject of any other pending action or arbitration proceedings, nor are any such actions or arbitration proceedings contemplated. Plaintiff further certifies that it presently has no knowledge of the names of other parties who should be but have not been joined in the within action.

Dated: May 26, 2017

REPPERT KELLY, LLC

By: *s/Christopher P. Kelly*
Lisa J. Reppert, Esq.
Christopher P. Kelly, Esq.
120 Mountain View Boulevard
Post Office Box 509
Basking Ridge, New Jersey 07920
(908) 605-2120
lreppert@reppertkelly.com
ckelly@reppertkelly.com
Attorneys for Plaintiff,
David's Bridal, Inc.